



WE ARE A FULL STACK MARKETING AGENCY

ADORAY HOME HEALTH & HOSPICE
**WEBSITE REFRESH DESIGN &
DEVELOPMENT CONTRACT**

DRAFT
DESIGN HOUSE

Draft Design House
309 Main St. Eau Claire, WI 54701
715.514.4560
DraftDesignHouse.com



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This Contract for Creative Services is made effective as of **2/25/2022** by and between:

Adoray Home Health & Hospice

("CLIENT")

Amber Bettinger

990 Main Street, Suite 1

Baldwin WI 54002

(715) 629-1888

a.bettinger@adorayhomecare.org

adoray.org

&

Draft Design House

("DRAFT")

Draft Design House

309 Main Street.

Eau Claire, WI

(715) 514-4560

info@draftdesignhouse.com

DraftDesignHouse.com

Whereas, DRAFT is engaged in the business of providing Creative Services relating to graphic design, web development and advertising; **Whereas, Client** is interested in availing such services of **DRAFT. Therefore, Client** hereby agrees and does hereby engage of the services of **DRAFT** and **DRAFT** hereby accepts the engagement to perform the Services as hereinafter defined.



1. WEB SERVICES

DRAFT will provide the Web Services (collectively called the “Creative Services”), within the time set forth from the execution of this Contract, as provided, except to the extent CLIENT delays such timelines. Once a proposed direction within a phase is selected, additional directions may be explored, but CLIENT will incur additional fees.

1. Strategy (“Phase 1”): 2-3 weeks

- a. Kickoff Meeting;
- b. Content collection & review; and
- c. Sitemap presented.

2. Design (“Phase 2”): 3 weeks

- a. CLIENT approval of Sitemap;
- b. Content document & collection complete;
- c. Wireframe presented and CLIENT approval;
- d. UI/UX Design;
- e. Font / Color / Icon / Web Branding study;
- f. Initial web page design mockups presented;
- g. Feedback and updates to designs and CLIENT approval; and
- h. Full Website Design mockup presented.

3. Production (“Phase 3”): 6-9 weeks

- a. CLIENT approval of full website design and proposed functionality;
- b. Development framework implemented;
- c. Database design;
- d. Full front-end web development;
- e. CMS development (if applicable);
- f. Initial SEO and Analytics setup and implemented;
- g. Development Link shared with CLIENT;
- h. Feedback and webpage updates nalized; and
- i. Website launched on domain name.

INCLUDED DELIVERABLES

Website

- + Responsive Design Development
- + Sitemap/Wireframe
- + CMS: Portfolio Sections
- + UI/UX Design
- + Initial SEO Implementation
- + Google Analytics Simple Setup

Hosting

- + Website Hosting & Maintenance
- + DNS (Domain) Management
- + SSL Certificate
- + Minor Web Content Updates



2. HOSTING & MAINTENANCE SERVICES

The following items **are** included (as indicated) in the scope of this Contract relative to the maintenance and hosting of CLIENT's website. The monthly fee charged under this Contract is based on an assumption by the parties that DRAFT will expend approximately two hours per month in maintenance services by DRAFT's personnel. Said two hours is non-accumulative and DRAFT reserves the right to negotiate additional fees for services in excess of said two hours in any given month. In addition, DRAFT may terminate during any given month it services if CLIENT is unwilling to discuss or negotiate fees for additional services. It is contemplated that the following services are included in this Contract subject to the time limitations stated herein (collectively, the "Hosting and Maintenance Services"):

A. Text and Content Editing:

DRAFT will edit, update and revise any regular textual content on existing pages based on CLIENT's request.

B. Images:

DRAFT will change and update any photos on the website which are not part of the actual design of the website. These can include product pictures and pictures displayed on an existing page. Additional Photography and Videography are out of scope but are available by DRAFT and can be purchased additionally through DRAFT.

C. Consultation:

DRAFT will discuss and offer guidance on the use and needs of the website and offer consultation to help the website succeed.

D. Website Backup:

DRAFT will perform and maintain a full backup of the CLIENT's website for the duration of this Contract. Upon request, a final backup will be delivered to CLIENT upon completion and satisfaction of this Contract.

The following is what is **not** included in the scope of the website maintenance, therefore, not included in this Contract. These services are available through DRAFT and can be purchased at the current stage rate or under specific contracts under certain services:

A. Website Redesign

This means changing the overall structure, adding additional pages, code or actual layout of the website, changing colors in the main design or changing navigation.

B. Continued Search Optimization

This means changing any part of the meta tags, code or alt tags of an existing page of the website.

C. Social Marketing Or Maintenance

This means changing, editing or adding any content or photos to any Social Media such as Facebook, Twitter, LinkedIn, YouTube or any other social website.

D. Website Development

This means any installation or integration of any website scripts including, but not limited to, shopping carts, blogs, forums, photo programs or any other program that calls for installation or integration.

E. GRAPHIC CREATION

This means creating, editing or changing any graphical element of the existing website including, but not limited to, navigational buttons, logos, backgrounds, textures, and icons.

F: THIRD PARTY HOSTING

Should the CLIENT choose not to host a website with DRAFT, CLIENT must request that DRAFT includes third party hosting terms within this Contract.

G: Hosting Migration

DRAFT is able to move websites to or away from our web servers. Costs vary based upon website



3. PAYMENT

Web Services:

Payment due by **CLIENT** to **DRAFT** for Web Services shall be in the sum of **\$12,903.00** payable as follows:

Total Project Value:

Includes 'Website Refresh'

\$12,903.00

I. Initial deposit of \$5,806.83, forty-five (45%) upon execution of this Contract;

II. The remaining balance and additional fees paid in full at launch of website or net fifteen (15) days of final invoice date.

Hosting and Maintenance Services:

Payments due by **CLIENT** to **DRAFT** for Website Hosting and Maintenance shall be invoiced at an annual fee of **\$1,217** at initial launch of hosting services or the pro-rated difference if H&M is already active.

Payment Terms:

In light of high processing fee paid by DRAFT to credit card providers, DRAFT shall assess an additional three and one-half percent (3.5%) for every credit card transaction by CLIENT in excess of \$1,000.00 in the aggregate for any given calendar month.

If any invoice is not paid within thirty (30) days of billing, interest will be added to and payable on all overdue amounts at one percent (1%) per month (or the maximum percentage allowed under applicable laws, whichever is less). CLIENT shall pay all costs of collection including, without limitation, reasonable attorney's fees.

In addition to any other right or remedy provided by law, if CLIENT fails to pay for the Services when due, DRAFT has the option to treat such failure to pay as a material breach of the Contract and may cancel this Contract and/or seek legal remedies.



4. TERM & CANCELLATION

Creative Services:

DRAFT shall provide the Creative Services until completion by DRAFT of the Creative Services required by this Contract. CLIENT shall pay DRAFT a cancellation fee if the Creative Services are canceled by CLIENT for reasons beyond the control of DRAFT as follows:

- I. If CLIENT cancels Creative Services prior to the completion of Phase 1, forty-five percent (45%) of the total payment is payable to DRAFT.
- II. If CLIENT cancels Creative Services upon completion of Phase 1, but before completion of Phase 2, eighty percent (80%) of the total payment is payable to DRAFT.
- III. If CLIENT cancels Creative Services upon completion of Phase 1 and 2, but before completion of Phase 3, one hundred percent (100%) of the total payment is payable to DRAFT.

For purposes of this Contract, the CLIENT shall be deemed to have canceled this Contract if the CLIENT fails to respond to the reasonable inquiries of DRAFT. Should DRAFT, in good faith, determine that CLIENT is so failing to respond or otherwise not allowing DRAFT to effectively provide the Creative Services, DRAFT may terminate this Contract upon ten (10) days' notice and CLIENT's failure to cure, in DRAFT's sole discretion, and such termination shall constitute CLIENT's cancellation of this Contract. In the event of cancellation, CLIENT obtains all the originally agreed upon rights to the use of the completed work upon payment of the cancellation fee (except in royalty arrangements).

Hosting and Maintenance Services:

DRAFT shall provide the Hosting and Maintenance Services for a twelve (12) month period beginning on date of active website or landing page. Upon twelve (12) months CLIENT will be sent a renewed contract for said Hosting and Maintenance Services on the same terms and conditions as are then in effect under this Contract at then-market rates unless written notice by either party of intent to terminate after said initial period is received at least thirty (30) days prior to the intended date of termination. Thereafter, thirty (30) day notice of either party of their intent to terminate shall so terminate the Hosting and Maintenance Services. Costs related to website migration are not included within the terms of this contract.



5. DEADLINE & DELIVERIES

DRAFT will respond to all maintenance requests by CLIENT, or authorized representative, within two (2) business days via telephone or email with a confirmation that the request was received and give CLIENT an estimated time of completion for each item in the request. DRAFT will diligently execute all maintenance requests to meet the deadline given to CLIENT in a timely manner. If for any reason beyond the power of DRAFT to complete the request by the agreed deadline, DRAFT will notify CLIENT via telephone or email and explain the reason for the delay.

6. WORK PRODUCT

Any copyright-able works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by DRAFT in connection with the Services will be the exclusive property of CLIENT. Upon request, DRAFT will execute all documents necessary to confirm or perfect the exclusive ownership of CLIENT to the Work Product. DRAFT, however, retains exclusive rights to its "plug-ins," "templates" and "Work Product" of DRAFT which are not CLIENT specific but have been used in CLIENT's Work Product.

Upon successful completion of the Creative Services and the outstanding balance owed to DRAFT paid for Creative Services, then, in that event, CLIENT is granted full and unlimited reproduction rights to the Work Product.

DRAFT retains the rights and CLIENT grants DRAFT a license to reproduce anything created pursuant to the Creative Services in any form for marketing, future publications, competitions or other promotional uses only.

CLIENT may not reproduce or otherwise use design, mock-ups, wire frames, code, sketches etc. created by DRAFT during work on the Creative Services but not included into the final version of such project. Such intellectual property belongs solely to DRAFT who may use it in its own discretion.

7. NOTICES

Notices to either party shall be given by personal delivery, certified letter sent through the United States Postal Service, or electronic mail, to the address as shown in this Contract or as subsequently modified in writing by a party.

8. SECURITY

Although DRAFT makes every effort to provide secure finished product(s), due to the nature of rapidly advancing technology, DRAFT cannot guaranty that the finished product(s) will be free of all possible security breaches. DRAFT recommends the use of strong passwords and the observance of standard security practices. In order to minimize the chances of security violations, systems should be updated often. CLIENT is solely responsible for tracking software updates. Any updates during the life of or after the expiration of the Contract can be negotiated as an addendum to this Contract or as an additional contract.



9. CREDITS

CLIENT permits DRAFT the right to use the CLIENT's name within its roster of CLIENT's. A link to CLIENT's website/application website may be placed on the DRAFT website as part of its business portfolio. Unless requested otherwise, a link and/or logo may be placed on CLIENT's website directing to DRAFT.

10. LIMITED LIABILITY – INDEMNIFICATION

Although DRAFT will make a good faith effort to accurately perform under this Contract, CLIENT alone shall be responsible, however, for: (a) the accuracy and adequacy of information and data furnished for processing; (b) any use made by the CLIENT of the output of the software or any reliance thereon; and (c) obtaining the required licenses and respective copyright for any and all third party assets including, but not limited to, fonts, media and software. CLIENT shall also be responsible for the continued operation and maintenance of the computer equipment and third party software used with the finished product(s) and shall comply with all operational, environmental and maintenance recommendations and requirements of the applicable licensors, vendors and manufacturers.

CLIENT further agrees that if DRAFT is held liable for its services relating to this Contract to CLIENT, then such liability of DRAFT shall be limited to the amount of fees actually received by DRAFT from the CLIENT under this Contract regarding the services in question. In no event shall DRAFT be liable for any special, incidental, indirect, consequential, exemplary or punitive damages; any damages based on injury to person or property; or any lost sales, profits or data.

DRAFT agrees to indemnify and hold CLIENT harmless from all third party claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against CLIENT that result from negligent acts or omissions of DRAFT and/or DRAFT's employees, agents or representatives.

CLIENT agrees to indemnify and hold DRAFT harmless from all third party claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against DRAFT that result from negligent acts or omissions of CLIENT and/or CLIENT's employees, agents or representatives.

11. CONFIDENTIALITY

DRAFT, and its employees, agents or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of DRAFT, or divulge, disclose or communicate in any manner, any information that is proprietary to CLIENT. DRAFT and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, DRAFT will return to CLIENT all CLIENT records, notes, documentation and other items that were used or controlled by DRAFT during the term of this Contract and are the property of CLIENT.



12. INDEPENDENT CONTRACTORS

DRAFT hereby states that it is an independent contractor and not an employee of CLIENT and, in addition, retains the right to subcontract any portion of the services within this Contract to qualified vendors with notice to CLIENT.

13. WARRANTY

DRAFT shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet the generally acceptable standards in DRAFT's community and region, and will provide a standard of care equal to, or superior to, care used by vendors similar to DRAFT on similar projects.

DRAFT will provide patches and bug fixes for any bugs or issues included in the scope of the Creative Services within the grace period of no more than thirty (30) days following the date of completion of the Creative Services. All bug fixes outside of the Creative Services or after the grace period are the responsibility of the CLIENT unless a separate agreement is established.

Hourly projects are NOT subject to warranty. Design and the placement, editing and arrangement of editorial content are NOT subject to warranty. Should further support be necessary, a support contract may be negotiated.

14. NON-SOLICITATION

CLIENT may not hire any of DRAFT's employees, agents or representatives for freelance or contract work at any time during the term of this Contract and for a period of six (6) months after completion/ termination of the same.

15. BACKUPS

DRAFT maintains internal backups of active project code and design files. This backup system is not intended as a solution for CLIENT, rather as a code archive through the duration of this Contract. While the DRAFT backup system is fully redundant, it is not guaranteed and does not support any content produced by CLIENT. CLIENT is solely responsible for the backup and restoration of the finished product(s) and any associated data.

16. TOTAL AGREEMENT

This Contract shall be the total agreement between CLIENT and DRAFT. During the duration of this Contract, CLIENT agrees that DRAFT will be the sole provider of maintenance services for the website listed herein and no other person or company shall have access to or the rights to make any changes to the website.

If any other person or company, including CLIENT, makes any changes to the website during the duration of this Contract and any errors are created, CLIENT agrees to pay DRAFT the current studio rate to repair or correct these errors.

This Contract constitutes the entire understanding between DRAFT and . This Contract terminates and supersedes all prior understandings and agreement, both written and oral, on the subject matter hereof. Any changes or modifications thereto must be in writing and signed by both parties.



17. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18. FORCE MAJEURE

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

19. DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.



20. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. Unless otherwise provided herein, the party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

21. GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Wisconsin.

22. WAIVER

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.



This Contract for Creative Services is made effective as of **2/25/2022** by and between:

Adoray Home Health & Hospice

("CLIENT")

Amber Bettinger

990 Main Street, Suite 1

Baldwin WI 54002

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309 Main Street.

Eau Claire, WI

(715) 514-4560

info@draftdesignhouse.com

DraftDesignHouse.com

Print Name: _____

Signature _____

Date: _____

Primary Contact: _____

(If different from name above)

Print Name: Josh Smeltzer

Signature _____

Date: 2.25.22

Primary Contact: Joey Olson

(If different from name above)